

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p>Information.</p> <p>4.6 Accuracy. Both Parties shall use commercially reasonable efforts to ensure the accurate publication of MCI_m Customer listings. At MCI_m's request, Verizon shall provide MCI_m with a report of all MCI_m Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by MCI_m with respect to its listings, provided such corrections are received prior to the close date of the particular directory.</p> <p>4.7 Indemnification. MCI_m shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, MCI_m warrants to Verizon that MCI_m has the right to provide such Listing Information to Verizon on behalf of its Customers. MCI_m shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. **CLEC agrees to release, defend, hold harmless and indemnify Verizon from and against</p>		<p>request, Verizon shall provide **CLEC with a report of all **CLEC Customer listings normally no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for the applicable directory. Verizon shall process any corrections made by **CLEC with respect to its listings, provided such corrections are received prior to the close date of the particular directory.</p> <p>4.7 Indemnification. **CLEC shall adhere to all practices, standards, and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, **CLEC warrants to Verizon that **CLEC has the right to provide such Listing Information to Verizon on behalf of its Customers. **CLEC shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name, trademark, service mark or language used in the listing. **CLEC agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by **CLEC</p>	

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		<p>any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information as provided by **CLEC hereunder.</p> <p>4.8 Liability. Verizon's liability to **CLEC in the event of a Verizon error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by **CLEC for such listing or the amount by which Verizon would be liable to its own customer for such error or omission. MCI^m agrees to take all reasonable steps, including, but not limited to, <u>maintaining</u> entering into appropriate contractual or tariff provisions with its Customers, to ensure that its and Verizon's liability to MCI^m's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers.</p> <p>4.9 Service Information Pages. Verizon shall include all MCI^m NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. MCI^m's NXX codes shall appear in</p>		<p>hereunder.</p> <p>4.8 Liability. Verizon's liability to **CLEC in the event of a Verizon error in or omission of a listing shall not exceed the lesser of the amount of charges actually paid by **CLEC for such listing or the amount by which Verizon would be liable to its own customer for such error or omission. **CLEC agrees to take all reasonable steps, including, but not limited to, entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to **CLEC's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its own Customers.</p> <p>4.9 Service Information Pages. Verizon shall include all **CLEC NXX codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. **CLEC's NXX codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, when **CLEC is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at **CLEC's request, Verizon shall include, at no charge, in the</p>	

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		<p>such lists in the same manner as Verizon's NXX information. In addition, when MCI is authorized to, and is offering, local service to Customers located within the geographic area covered by a specific directory, at MCI's request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, MCI's critical contact information for MCI's installation, repair and Customer service, as provided by MCI, and such other essential local service oriented information as is agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. MCI shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.</p> <p>4.10 Directory Publication. Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.</p> <p>4.11 Other Directory Services. MCI acknowledges that if MCI desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing</p>		<p>"Customer Guide" or comparable section of the applicable alphabetical directories, **CLEC's critical contact information for **CLEC's installation, repair and Customer service, as provided by **CLEC, and such other essential local service oriented information as is agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier and in accordance with Verizon's generally applicable policies. **CLEC shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.</p> <p>4.10 Directory Publication. Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.</p> <p>4.11 Other Directory Services. **CLEC acknowledges that if **CLEC desires directory services in addition to those described herein, such additional services must be obtained under separate agreement with Verizon's directory publishing company.</p>	

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VI-3	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue?	company. Not Applicable	Verizon mischaracterizes the interconnection agreement proposed by WorldCom. WorldCom has not proposed a "default" contract. Rather, WorldCom, in accordance with the Commission's directives, substantively raised discrete issues regarding the interconnection agreement. On every issue WorldCom proposed contract language to address the issue at hand, drawing language from multiple sources. In some cases, WorldCom drew from the 1997 agreement to address certain issues because that language adequately addresses those issues today. In other instances, WorldCom proposed new language, for example, to implement the 1999 UNE Remand Order.		WorldCom noted, in its Petition at page 7, all provisions of its proposed interconnection agreement are in dispute. Nonetheless, WorldCom has failed to raise issues as to certain provisions in its proposed interconnection agreement. Because Verizon disputes this language and WorldCom seeks no determination that it should be included, the Commission should order that these provisions be <i>omitted</i> from the Parties' Interconnection Agreement.
VI-3(H)	Notification to Long Distance Carrier	Not Applicable	See Issue VI-3 generally. Resolved by excluding from the Agreement the language objected to by Verizon.		Resolved
VI-3(I)	Fulfillment Process	Not Applicable	See Issue VI-3 generally. Resolved by excluding from the Agreement the language objected to by Verizon.		Resolved
VI-3(J)	Specialized Routing	Attachment VIII, Section 6.1.3.3.6 et seq. 6.1.3.3.6 Specialized Routing 6.1.3.3.6.1 Commencing after April 4, 1997, and in conformance with the provisions of Attachment III,	See Issue VI-3 generally. These provisions contain needed general requirements which address the provision of branded DA service. The cited provisions (a) require Verizon to provide branded Directory Assistance; (b) set forth a schedule for implementation of such branding on a	Verizon opposes inclusion of WorldCom's Attachment VIII, Section 6.1.3.3.6 to the Parties' Agreement.	Section 6.1.3.3.6 of Attachment VIII of WorldCom's proposed interconnection agreement should not be included in the Parties' interconnection agreement. That language refers to original specialized routing that existed in Verizon's network in 1996 and does not refer to Verizon's current common

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		<p>Section [7.2.2], Verizon shall make available to MCIm branded Directory Assistance for Directory Assistance traffic originating at any Verizon Switches where Verizon has already implemented the rerouting of Directory Assistance traffic pursuant to a request from a carrier.</p> <p>6.1.3.3.6.2 Where Verizon is not offering this service in response to a request from a carrier, MCIm may request that a Switch offer such rerouting capability, and, in conformance with the provisions of Attachment III, Section [7.2.2], Verizon shall begin implementation of such request within ninety (90) days, and complete implementation within ninety (90) days thereafter. Verizon shall fulfill such requests on a Non-Discriminatory Basis.</p> <p>6.1.3.3.6.3 Verizon shall provide front end branding as reasonably specified by MCIm. MCIm has the option of providing its own branded recordings and related materials for branding .</p>	<p>switch basis; and (c) require Verizon to provide front-end branding as specified by WorldCom including WorldCom's option to provide its own branded recordings and related material. While these provisions do not need to cite the specialized routing that previously existed, the customized routing Verizon provides must route WorldCom's OS/DA traffic to the particular outgoing Feature Group D trunks designated by WorldCom, which will carry WorldCom's OS/DA traffic to WorldCom's OS/DA platform. UNE Remand Order, ¶ 441, fn. 867.</p>		<p>channel signaling based customized routing process.</p>
VI-3(K)	Cooperative Testing	<p>Attachment VIII, Section 2.2.11 and Attachment III, Section 15.1 et seq.:</p> <p>2.2.11 Cooperative Testing</p> <p>2.2.11.1 Cooperative Testing shall be performed in accordance with Attachment III, Section [15].</p>	<p>The provisions that Verizon wishes to delete are necessary to ensure that network elements provided by Verizon function in accordance with the terms of this Agreement and to test the overall functionality of network elements. These provisions also ensure that services provided to WorldCom customers via unbundled network elements are restored in the</p>		<p>Section 2.2.11 of Attachment VIII and § 15.1 of Attachment III to WorldCom's proposed interconnection agreement should not be included in the Parties' interconnection agreement because they are outdated. In addition, standard industry practices need not be memorialized in the interconnection agreement. Verizon performs cooperative testing at parity as required</p>

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		<p>Section 15. Additional Requirements</p> <p>This Section [15] of Attachment III sets forth the additional requirements for Network Elements which Verizon agrees to offer to MCIm under this Agreement.</p> <p>15.1 Cooperative Testing</p> <p>15.1.1 Definition. "Cooperative Testing" means that both Verizon and MCIm shall cooperate with reasonable requests from the other to (i) ensure that the Network Elements and ancillary functions and additional requirements being provided to MCIm by Verizon are in compliance with the requirements of this Agreement, (ii) test the overall functionality of various Network Elements and ancillary functions provided by Verizon to MCIm in Combination with each other or in Combination with other equipment and facilities provided by MCIm or third-parties, (iii) test the overall functionality of services provided by third-parties involving or combining Network Elements provided by Verizon and services provided by MCIm, and (iv) ensure that billing data can be provided to MCIm and Verizon.</p> <p>15.1.2 Requirements. Within forty-five (45) days after the Effective</p>	<p>network elements are restored in the same time frame as are services provided to Verizon customers.</p>		<p>cooperative testing at parity as required under applicable law.</p>

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		<p>Date of this Agreement, MCI and Verizon will agree upon a process to resolve technical issues relating to interconnection of MCI's network to Verizon's network and Network Elements and ancillary functions. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each Party's management. If MCI and Verizon do not reach agreement on such a process within forty-five (45) days, any issues that have not been resolved by the Parties with respect to such process shall be submitted to the procedures set forth in Part A, Section [13] (Dispute Resolution Procedures) of this Agreement unless both Parties agree to extend the time to reach agreement on such issues.</p> <p>15.1.2.1 Where mutually agreed (e.g., POT bays in the common area associated with physical Collocation), Verizon shall provide MCI access for testing MCI facilities at interfaces between a Verizon Network Element, or at interfaces between a Verizon Combination, and MCI equipment or facilities. This access shall be available seven (7) days per week, twenty-four (24) hours per day.</p> <p>15.1.2.2 When mutually agreed, Verizon shall temporarily provision</p>			

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		<p>MCIm designated Local Switching features (e.g., customized routing) for testing. MCIm and Verizon shall mutually agree on the procedures to be established between Verizon and MCIm to expedite such provisioning processes for feature testing.</p> <p>15.1.2.3 Upon reasonable request, Verizon and MCIm shall provide technical staff to meet with each other to provide required support for Cooperative Testing.</p> <p>15.1.2.4 Dedicated Transport and Loop may experience alarm conditions due to in-progress tests. When an entire Verizon facility is dedicated to MCIm services, Verizon shall not remove such facility from service without obtaining MCIm's prior approval.</p> <p>15.1.2.5 Verizon shall provide to MCIm electronic access to 105-type responders, 100-type test lines, or 102-type test lines associated with any circuits under test.</p> <p>15.1.2.6 MCIm may accept or reject the Network Element ordered by MCIm if, upon completion of cooperative acceptance testing, the tested Network Element does not meet the relevant industry standards and requirements.</p>			

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JOINT DECISION POINT LIST XI

GENERAL TERMS AND CONDITIONS

WorldCom, Cox, AT&T ads. Verizon
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
Category II: common to **WorldCom** and *AT&T* (pricing/costing)
Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)
Category IV: unique to WorldCom
Category V: unique to AT&T
Category VI: Verizon supplemental issues with WorldCom
Category VII: Verizon supplement issues with AT&T

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Terms and Conditions					
I-10	Should the Interconnection Agreement contain a provision defining the term of the Interconnection Agreement (3 years from the Effective Date), and establishing a process for extending the term and effectiveness of the Interconnection Agreement pending creation of a superceding interconnection agreement? <u>VERIZON may not unreasonably terminate an interconnection agreement.</u>	Part A, Section 32.1 Section 32. Term of Agreement 32.1 This Agreement shall become effective as of the Effective Date and, except as otherwise provided in this Agreement, shall remain in effect until three (3) years after the Effective Date ("Initial Term"). Thereafter, this Agreement shall remain in full force and effect under the same terms and conditions, subject to true-up of the rates, until the effective date of a superceding interconnection agreement between Verizon and	The provision is necessary because it defines the time period during which the rights and obligations of the parties are effective. It is also equitable in that it permits both parties to continue the effectiveness of the Interconnection Agreement pending establishment of a successor agreement by requesting negotiations, while prohibiting Verizon from unilaterally terminating the agreement. • The Renewal Agreement must remain in effect after its expiration so long as the parties are engaged in meaningful negotiations for a	22.0 TERM AND TERMINATION; DEFAULT 22.1 This Agreement shall be effective as of the date first above written and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until MM/DD, 200X (the "Initial Term"), and thereafter the Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided herein. Following termination of this Agreement pursuant to this Section 22.1, this Agreement shall remain in effect as	Each party should have the right to a date certain for termination of the contract. WorldCom and Cox opposition to reasonable termination provisions is based on an unjustified fear that Verizon will abruptly terminate service despite ongoing negotiations. Verizon has demonstrated it will provide uninterrupted service while agreeing to extensions of time periods for negotiations. Verizon proposes for Cox and WorldCom the same contract language to which Verizon and AT&T have agreed on this issue (§ 22), which satisfactorily addresses Verizon's well-founded concern over "evergreen"

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		<p>MCIm; provided that either (i) MCIm has requested formal or informal negotiations, or (ii) Verizon has requested informal negotiations, of a superceding interconnection agreement. Neither Party may request such negotiations earlier than 120 days prior to the end of the Initial Term.</p> <p><u>22.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until [DATE TWO YEARS AFTER EFFECTIVE DATE] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.</u></p> <p><u>22.2 Either Cox or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.</u></p> <p><u>22.3 If either Cox or Verizon provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Cox or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated</u></p>	<p><u>replacement agreement.</u></p> <ul style="list-style-type: none"> <u>Cox opposes any date certain for terminating the Renewal Agreement without regard to due process rights.</u> <u>Verizon's proposed 12-month time frame for negotiating a replacement agreement ignores the fact that good faith negotiations frequently take longer than 12 months to produce such an agreement.</u> <u>The initial agreement between Cox and Verizon expired in July, 1999. Had the termination provision which Verizon seeks been a part of the Initial Agreement, Verizon could have unilaterally stopped providing Cox with services and facilities 11 months ago, in July of 2000.</u> <u>Cox proposes that an agreement could be terminated by a regulatory body upon a showing by Verizon that a party was either negotiating in bad faith or failing to negotiate for a replacement agreement.</u> <u>The Commission has held that, if a party believes that the other is not negotiating in good faith, the aggrieved party may petition for arbitration under Section 252 of the Act.</u> <u>An interconnection agreement is not the proper mechanism for</u> 	<p>to any Termination Date Verizon Service for the remainder of the Contract Period applicable to such Termination Date Verizon Service at the time of the termination of this Agreement. If a Termination Date Verizon Service is terminated prior to the expiration of the Contract Period applicable to such Termination Date Verizon Service, [WorldCom] shall pay any termination charge provided for in this Agreement.</p> <p>22.2 [Intentionally deleted]</p> <p>22.3 Either [WorldCom] or Verizon may terminate this Agreement, effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term, by providing written notice of termination at least ninety (90) days in advance of the date of termination.</p> <p>22.3.1 If either [WorldCom] or Verizon provides notice of termination pursuant to Section 22.3 above and on or before the proposed date of termination either [WorldCom] or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to</p>	<p>provisions, allows Verizon to formally request negotiations, and allows each Party the opportunity to revise the contract in consideration of its legitimate business interests.</p>

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		<p><u>Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 22.5), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Cox and Verizon; or, (b) the date one (1) year after the proposed date of termination. The preceding notwithstanding:</u></p> <p><u>22.3.1 If one (1) year after the proposed date of termination, good faith negotiation between the Parties has not produced a new interconnection agreement between the Parties, the terms of this Agreement shall, unless otherwise agreed to by the Parties, continue on a month-to-month basis until the Effective Date of such new agreement, so long as both Parties continue to negotiate in good faith such successor agreement.</u></p> <p><u>22.3.2 In the event that neither Party institutes a Commission proceeding for arbitration or approval of such successor agreement, either Party may petition the Commission at the end of one (1) year after the proposed date of termination to be relieved of the obligations of this Agreement based on an alleged failure of the other Party to negotiate in good faith for such successor agreement.</u></p>	<p><u>attempting to thwart the statutory rights of third-party CLECs to adopt provisions of that agreement pursuant to Section 252(i) of the Act or the Merger Conditions.</u></p> <p><u>DISPUTED ISSUES OF FACT:</u> <u>In this initial submission of the Joint Decision Point List, the parties are unable to list the disputed issues of fact. The parties will furnish a listing of all disputed issues of fact in the revised Joint Decision Point List that is due to be filed one week after discovery responses are due.</u></p> <p><u>ADMISSIONS/ STIPULATIONS:</u> <u>Admissions and stipulations of fact will be addressed by the parties during the discovery stage of this proceeding. Accordingly, the parties will furnish relevant admissions or stipulations of fact in the revised Decision Point List that is due to be filed one week after the completion of discovery.</u></p>	<p>but not limited to, pursuant to Section 22.4), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between [WorldCom] and Verizon; or, (b) the date one (1) year after the proposed date of termination, unless otherwise agreed in writing by the Parties.</p> <p>22.3.2 If either [WorldCom] or Verizon provides notice of termination pursuant to Section 22.3 above and by 11:59 PM Eastern Time on the proposed date of termination neither [WorldCom] nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the service arrangements being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such service arrangements continue to be provided pursuant to an applicable Tariff or SGAT.</p> <p><u>22.0 TERM AND TERMINATION.</u></p> <p><u>22.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with</u></p>	

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		<p><u>22.3.3 In the event that either Party institutes a Commission proceeding either: (1) for arbitration or approval of such successor agreement; or (2) for termination on grounds of a lack of good faith negotiations, then the terms of this Agreement shall continue on a month-to-month basis until such proceeding is finally resolved.</u></p> <p><u>22.4 If either Cox or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Cox nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Commission-approved statement of generally available terms (SGAT).</u></p>		<p>the terms hereof, shall continue in effect until [DATE TWO YEARS AFTER EFFECTIVE DATE] (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.</p> <p>22.2 Either Cox or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.</p> <p>22.3 If either Cox or Verizon provides notice of termination pursuant to Section 22.2 and on or before the proposed date of termination either Cox or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 22.5), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Cox and Verizon; or, (b) the date one (1) year after the proposed date of termination.</p> <p>22.4 If either Cox or Verizon provides notice of</p>	

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				termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither Cox nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff.	
III-15	Should the Interconnection Agreement contain a provision under which Verizon agrees to use its best efforts to negotiate rights for MCI to use Verizon's network under the same licensing terms that Verizon's receives from its vendors? Should that provision require Verizon to indemnify WorldCom against third party intellectual property claims arising out of WorldCom's use of Verizon's network, in the event that Verizon fails to use its best efforts to negotiate such rights for MCI? Should that provision also require Verizon to warrant that it will seek to ensure in its licensing agreements with third parties that WorldCom may use or interconnect with Verizon's network equipment or software? Should the provision contain additional clauses relating to Verizon's obligation to provide	Part A, Sections 20.2, 20.2.1, 20.2.1.1, 20.2.1.2. 20.2 Verizon shall negotiate, using its best efforts, any vendor or licensing agreements with respect to Verizon's network equipment or software so that such agreements permit MCI's use of Verizon's network equipment or software. In the event that Verizon fails to so negotiate such arrangements to include MCI's use, Verizon shall (i) indemnify MCI with respect to MCI's use, pursuant to the terms of this Agreement, of intellectual property associated with any Verizon equipment or software; and (ii) hereby warrants that it will not enter into any licensing agreements with respect to Verizon network equipment or software that contain provisions that would disqualify	These provisions are necessary because they provide WorldCom with certainty that Verizon will use its best efforts to provide access to its network, equipment and software on a non-discriminatory basis. It is also necessary to ensure conformity with recent regulatory and judicial decisions imposing a best efforts requirement on Verizon. <i>The FCC has firmly established that § 251(c)(3) of the 1996 Act requires an ILEC such as Verizon to use its best efforts to negotiate with third-party equipment and software vendors to obtain licenses and/or license modifications that will permit CLECs accessing unbundled network elements ("UNEs") to use the intellectual property embedded in the ILEC's network on the same terms as</i>	Despite the language Verizon submitted in its proposed interconnection agreement to WorldCom in August 2000, Verizon currently proposes to use same language for WorldCom as it does for AT&T, set forth below: 28.16.4 [WorldCom/AT&T] acknowledges that services and facilities to be provided by BA hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit BA to provide to [WorldCom/AT&T], without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to	Verizon's proposed contract language obligates Verizon to use its best efforts -- nevertheless, WorldCom and AT&T both want something more. Specifically, by injecting indemnification obligations not required by applicable law, both attempt to replace the "best efforts" standard prescribed by the Commission with a commercially unreasonable strict liability standard. Verizon's proposed language makes UNEs available, agrees to provide notification of any restrictions (which, to date, has been only a theoretical requirement), agrees to use best efforts to procure rights or licenses again (which to date, has been only a theoretical requirement), and provides for cost recovery as permitted under "applicable law" (which also has, to date, been only a theoretical issue). By suggesting warranty or indemnification language that goes beyond these

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	<p>notice of third party intellectual property claims, Verizon's obligation to avoid such claims where possible, and WorldCom's reservation of rights to pursue certain remedies against Verizon?</p> <p><i>Intellectual Property How should Verizon's "best efforts" obligations to procure IP licenses that protect AT&T be accounted for in the Agreement and what are the Parties' indemnification obligations with respect to IP issues?</i></p>	<p>MCIm from using or interconnecting with such network equipment or software pursuant to the terms of this Agreement. Verizon also warrants that it has not and will not intentionally modify any existing licensing agreements for existing network equipment or software in order to disqualify MCIm from using or interconnecting with such network equipment or software pursuant to the terms of this Agreement. To the extent that the providers of equipment or software in Verizon's network provide Verizon with indemnities covering intellectual property liabilities and those indemnities allow a flow through of protection to third parties, Verizon shall flow those indemnity protections through to MCIm. Verizon will inform MCIm of any pending or threatened intellectual property claims relating to Verizon's network of which Verizon is aware and will update that notification periodically as needed, so that MCIm receives maximum notice of any intellectual property risks. Notwithstanding any part of this Section [20], MCIm retains the right to pursue legal remedies against Verizon if Verizon is at fault in causing intellectual property liability to MCIm.</p> <p>20.2.1 For purposes of Section [20.2], Verizon's obligation</p>	<p><i>the ILEC. This requirement simply furthers the FCC's plain intent -- and the plain intent of Congress -- that CLECs will be permitted to use all features and functionalities of each UNE that CLECs access in the same manner and on the same terms as the ILECs with which they compete. This requirement is absolute with respect to new licensing agreements entered into by ILECs, and is expected to be easily met, subject only to rare exceptions, where existing ILEC licensing agreements must be renegotiated to allow CLECs access to UNEs. The Courts have concurred in the FCC's judgment that § 251(c)(3) requires ILECs to negotiate and/or renegotiate licensing agreements with third parties to allow CLECs access to UNEs on non-discriminatory terms and conditions.</i></p>	<p>[WorldCom/AT&T] under this Agreement, then, as may be required by Applicable Law:</p> <p>a) BA agrees to notify [WorldCom/AT&T], directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions"); and</p> <p>b) BA shall use its best efforts, as commercially practical, to procure rights or licenses to allow BA to provide to [WorldCom/AT&T] the particular unbundled Network Element(s), on terms comparable to terms provided to BA, directly or on behalf of [WorldCom/AT&T] ("Additional Rights/Licenses"). Costs associated with the procurement of Additional Rights/Licenses shall be passed through to [WorldCom/AT&T] as permitted under Applicable Law.</p>	<p>requirements, both AT&T and WorldCom seek to guaranty results beyond Verizon's control, implying that if a certain result is not achieved, then Verizon must have failed to use "best efforts." Nothing cited by AT&T or WorldCom provides a basis for imposing these warranty or indemnification obligations on Verizon.</p>

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		<p>to indemnify shall include the obligation to indemnify and hold MCI^m harmless from and against any loss, cost, expense or liability arising out of a claim that MCI^m's use, pursuant to the terms of this Agreement, of such Verizon network equipment or software infringes the intellectual property rights of a third party. Moreover, should any such network equipment or software or any portion thereof provided by Verizon hereunder become, or, in Verizon's reasonable opinion, be likely to become, the subject of a claim of infringement, or should MCI^m's use thereof be finally enjoined, Verizon shall, at its immediate expense and at its choice:</p> <p>20.2.1.1 Procure for MCI^m the right to continue using such material; or</p> <p>20.2.1.2 Replace or modify such material to make it non-infringing provided such replacement or modification is functionally equivalent.</p> <p><i>AT&T's proposed contract language at § 28.16 fulfills the intent of the FCC and of Congress, and the requirements of § 251(c)(3) and is as follows:</i></p>			

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		<p>28.16 No Licenses</p> <p>28.16.1 Except for a license to use any facilities or equipment (including software) or to receive any service solely as provided in this Agreement, nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party.</p> <p>Except for a license to use any facilities or equipment (including software) or to receive any service solely as provided in this Agreement, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or any other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party.</p> <p>28.16.2 Subject to the provisions of 28.16.3 below, as of the Effective Date and continuously throughout the term of this Agreement:</p> <p>28.16.2.1 VZ warrants that AT&T may use in the same manner as VZ any facilities or equipment (including software) used by VZ in the performance of this Agreement that contains intellectual property owned or controlled by third parties without being subject to any claims that AT&T's use of such facilities or</p>			

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		<p><i>equipment (including software) infringes, misappropriates or otherwise violates the intellectual property rights of any third party.</i></p> <p>28.16.2.2 VZ warrants that it has not and will not intentionally modify any existing license agreements for any facilities or equipment (including software) in whole or in part to disqualify AT&T from using or interconnecting with such facilities or equipment (including software) pursuant to the terms of this Agreement.</p> <p>28.16.2.3 To the extent that providers of facilities or equipment (including software) used by VZ in the performance of this Agreement provide VZ with indemnities covering liabilities for infringement, misappropriation or other violation of intellectual property rights, VZ warrants that those indemnity protections flow through fully to AT&T.</p> <p>28.16.2.4 VZ shall indemnify and hold AT&T harmless from and against any loss, cost, expense or liability arising out of a claim that AT&T's use, pursuant to the terms of this Agreement, of any facilities or equipment (including software) used by VZ in the performance of this Agreement infringes, misappropriates or otherwise violates the intellectual property rights of any third party.</p> <p>28.16.2.5 VZ will promptly inform AT&T of any pending or threatened intellectual property claims relating</p>			

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		<p>to VZ's network, including without limitation any facilities or equipment (including software) used by VZ in the performance of this Agreement, of which VZ is aware, and will provide to AT&T periodic and timely updates of such notification as appropriate, so that AT&T receives maximum notice of any intellectual property risks that it may want to address.</p> <p>28.16.3 If and to the extent VZ asserts that is unable to make any of the warranties required pursuant to Section 28.16.2, notwithstanding the fact that VZ has exercised best efforts to enter into the necessary arrangements with third parties to enable VZ to make such warranties:</p> <p>28.16.3.1 VZ shall promptly notify AT&T in writing of (i) the specific facility or equipment (including software) with respect to which it is making such assertion, (ii) the extent to which it asserts it is unable to make any of the warranties required pursuant to Section 28.16.2, and (iii) the basis on which VZ claims that it has exercised best efforts to enter into such arrangements.</p> <p>28.16.3.2 In the event that AT&T does not agree in writing that VZ has exercised such best efforts, VZ may seek a determination pursuant to the Alternative Dispute Resolution procedures of Section 28.11 (Expedited Procedures) as to whether it has exercised such best efforts.</p> <p>28.16.3.3 In the event VZ obtains an order pursuant to Section 28.16.3.2</p>			

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		<p><i>making a determination that it has exercised best efforts to enter into the necessary arrangements with third parties to enable VZ to make all warranties required pursuant to Section 28.16.2, (i) VZ's warranties, and any associated indemnities, shall be limited as of the date of such order only to the minimum extent necessary, as determined pursuant to such order, to reflect VZ's inability to make such warranties and indemnities notwithstanding its exercise of best efforts. Until such time as VZ has obtained such an order pursuant to Section 28.16.3.2, VZ shall be fully responsible for all warranties and indemnities required pursuant to Section 28.16.2.</i></p> <p><i>28.16.3.4 In the event VZ obtains an order pursuant to Section 28.16.3.2 making a determination that it has exercised best efforts to enter into the necessary arrangements with third parties to enable VZ to make all warranties required pursuant to Section 28.16.2, VZ shall use best efforts to assist AT&T in obtaining rights and protections comparable to those it would enjoy if VZ were able to make all warranties required pursuant to Section 28.16.2.</i></p> <p><i>28.16.3.5 In the event VZ obtains an order pursuant to Section 28.16.3.2 making a determination that it has exercised best efforts to enter into the necessary arrangements with third parties to enable VZ to make all warranties required pursuant to</i></p>			

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		<p>Section 28.16.2, the rate that VZ may charge AT&T for any affected facility or equipment (including software) shall be reduced to reflect the diminution in value to AT&T of such facility or equipment (including software) absent the ability to use the affected intellectual property. Such diminution in value shall not be less than the value of any fees or other compensation AT&T is required to pay in order to obtain rights and protections comparable to those AT&T would enjoy if VZ were able to make all warranties required pursuant to Section 28.16.2</p> <p>28.16.4 If and to the extent that VZ is unable to make all warranties required pursuant to Section 28.16.2 without incurring additional costs, including the payment of additional fees, in renegotiating with its vendors or licensors, VZ may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including VZ, on the basis of proportionate use of the affected intellectual property.</p> <p>28.16.5 For all intellectual property owned, controlled or licensed by third parties associated with the Network Elements provided by VZ under this Agreement, either on the Effective Date or at any time during the term of this Agreement, VZ shall promptly disclose to AT&T in writing (i) the name of the party owning, controlling or licensing such intellectual</p>			

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		<p>property, (ii) the facilities or equipment (including software) associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing VZ's use of the intellectual property. Within five (5) business days of a request by AT&T, VZ shall provide copies of any relevant agreements or licenses governing VZ's use of the intellectual property to AT&T. To the extent VZ is prohibited by confidentiality or other provisions of an agreement or license from disclosing to AT&T any relevant agreement or license, VZ shall immediately (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to VZ.</p> <p>28.16.6 VZ shall not enter into any new agreements, including any renewals or extensions of existing agreements, to purchase, lease or otherwise use facilities or equipment (including software) from a third party that will be used by VZ in the performance of this Agreement unless such third party (and its licensors, if any) has agreed in writing to (i) grant such rights as are sufficient to permit VZ to make all of the warranties required pursuant to Section 28.16.2,</p>			

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		<p>and (ii) permit AT&T access to such agreement under the same terms and conditions that apply to VZ.</p> <p>28.16.7 Except as provided in Section 28.16.3.4, in no event shall AT&T be responsible for obtaining any license or right to use agreement associated with any Network Element purchased from VZ.</p>			
IV-45	<p>Should the ICA contain a fraud prevention provision that: (1) requires each Party to make available to the other fraud prevention features that may be embedded within any of the Network Elements; (2) makes clear that uncollectible or unbillable revenues from fraud and resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing the error; and (3) states that neither Party is liable to the other for any fraud incurred in connection with service offerings, but that each Party must indemnify and hold each other harmless for any losses payable to IXC carriers caused by "clip-on" fraud incurred as a result of unauthorized access to an indemnifying Party's Service Area Concept (provided that the indemnifying Party shall control all negotiations and settlements of such claims with the applicable IXC carriers)?</p>	<p>Attachment IX, Section 3 et seq.</p> <p>Section 3. Fraud Prevention</p> <p>3.1 Each Party shall make available to the other fraud prevention features, including prevention, detection, or control functionality, that may be embedded within any of the Network Elements in accordance with applicable Tariffs or as otherwise mutually agreed, such as 900 NPA and international blocking offered to business customers and aggregators.</p> <p>3.2 Uncollectible or unbillable revenues from fraud and resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error.</p> <p>3.3 Neither Party shall be responsible to the other for any fraud incurred in connection with their respective service offerings, except that each Party shall</p>	<p>Yes, the agreement should contain this provision because it defines the rights and obligations of the Parties, avoids ambiguity, and sets forth important rules designed to prevent any fraud that might occur as a result of the services provided by the Parties under the agreement.</p>	<p>§ 17, Terms and Conditions of Agreement: "[WorldCom] assumes responsibility for all fraud associated with its Customers and accounts."</p>	<p>WorldCom again seeks to impose upon Verizon obligations which it has no duty to satisfy. Verizon will continue to cooperate with any CLEC to minimize fraud. However, WorldCom should not be permitted to shift the burden of liability from WorldCom to Verizon for losses occasioned by certain types of fraud. Just as Verizon shoulders the loss for any fraud perpetrated against it by its end-user customers, so should WorldCom shoulder that loss for fraud perpetrated by its customers.</p>

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		indemnify and hold each other harmless for any losses payable to IXC carriers caused by "clip-on" fraud incurred as a result of unauthorized access to an indemnifying party's Service Area Concept ("SAC"); provided that the indemnifying party shall control all negotiations and settlements of such claims with the applicable IXC carriers.			
IV-83	Should the Interconnection Agreement contain a provision defining the scope of the agreement, states that the Interconnection Agreement specifies the rights and obligations of each Party with respect to the purchase and sale of Local Interconnection, Local Resale, Network Elements, and related services, and defines the subject matter content of each Part of the Interconnection Agreement?	<p>Part A, Section 1.1</p> <p>Section 1. The Agreement</p> <p>1.1 This Agreement, consisting of Parts A, B and C, specifies the rights and obligations of each Party with respect to the purchase and sale of Local Interconnection, Local Resale, Network Elements and related services. This Part A sets forth the general terms and conditions governing this Agreement. Capitalized terms used in this Agreement shall have the meanings defined in Part B -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Part C sets forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.</p>	Resolved by including in the agreement WCOM's Part A, Section 1.1		Resolved

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		<p>LIST OF ATTACHMENTS COMPRISING PART C:</p> <p>I. Price Schedule II. Local Resale III. Network Elements IV. Interconnection V. [INTENTIONALLY LEFT BLANK] VI. Rights of Way, Conduits, Pole Attachments VII. Number Portability VIII. Business Process Requirements IX. Security Requirements X. Performance Measurements, Standards, Reports and Remedies</p>			
IV- 84	Should the Interconnection Agreement contain a provision: (1) obligating Verizon to provide services in any Technically Feasible combination requested by WorldCom (excepting Local Resale); (2) prohibiting either party from discontinuing or refusing to provide any service provided or required under the Interconnection Agreement (except in accordance with the terms of the Interconnection Agreement), without the other party's written agreement; and (3) prohibiting Verizon from altering its network without notice in a manner (i) inconsistent with the FCC's notice requirements and (ii) that would impair WorldCom's rights under the Interconnection Agreement?	<p>Part A, Section 1.2.</p> <p>1.2 Verizon shall provide the services in any Technically Feasible combination requested by MCI, pursuant to the terms of this Agreement and in accordance with the requirements of Applicable Law, or where appropriate, the Bona Fide Request ("BFR") process set forth in Section [6] (BFR Process for Further Unbundling) of this Part A, except that Local Resale shall be provided pursuant to Attachment II. Neither Party shall discontinue or refuse to provide any service provided or required hereunder, except in accordance with the terms hereof, without the other Party's written agreement. Verizon shall not reconfigure, reengineer or otherwise redeploy its network in a manner</p>	This provision is necessary because it establishes WorldCom's right to use in combination each of the local entry methods made available by the Act. Moreover, this provision prohibits Verizon from discontinuing any services required under this agreement because such discontinuation would be disruptive to WorldCom's customers.	Proposed deletion of WorldCom's proposed Part A, § 1.2	Although Verizon will comply with applicable law, it cannot be forced to obligate itself through the interconnection agreement beyond the requirements of applicable law as that law may change over time. Specifically, Verizon must be able to cease providing a service or benefit if it is no longer required to do so under applicable law, and that right should not be subject to WorldCom's consent. Under such circumstances, Verizon will comply with any law applicable to the timeframes or other terms relating to the cessation of service. Moreover, Verizon must be permitted to change its network in accordance with applicable law.

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		which would impair MCIm's ability to offer Telecommunications Services in the manner contemplated by this Agreement, the Act, or the FCC's rules and regulations without providing notice of network changes in accordance with the Act and FCC rules and regulations.			
IV-85	Should the Interconnection Agreement contain a provision stating that, in the event of a conflict between the rates and charges set forth in the Interconnection Agreement and those set forth in a Tariff, the Interconnection Agreement should control? Should that provision further provide that the Tariff and the Interconnection Agreement should be construed to avoid any conflicts, and that changes or modifications to Tariffs filed by one Party that materially and adversely alter the terms of the Interconnection Agreement shall be effective against the other Party only upon that Party's written consent, or upon an order of the Commission?	<p>Part A, Sections 1.3, 1.3.1 – 1.3.3.</p> <p>1.3 The Parties acknowledge that some of the services, facilities and arrangements provided pursuant to this Agreement are or will be available under and subject to the terms of the federal or state Tariffs of the Party providing them. To the extent that a Tariff of a Party applies to any service, facility or arrangement provided pursuant to this Agreement, the following shall apply:</p> <p>1.3.1 The rates and charges set forth in Attachment I shall remain fixed for the term of this Agreement or until superseded by such rates as may be approved by the Commission or FCC, notwithstanding that either of such rates may be different from those set forth in any effective, pending or future Tariff of the providing Party, (including any changes or modifications to any such Tariff--or any new Tariff--filed after the Effective Date of this Agreement); provided, however, this Section [1.3.1] shall remain subject to Section [1.3.3].</p>	This provision is necessary because it clarifies the relationship between the Interconnection Agreement and Tariffs, thereby precluding Verizon or WorldCom from filing a tariff that would govern or supercede the services and arrangements of the agreement in an inconsistent manner from that established in the agreement. In sum, the relationship between the parties is, and should be, governed by the agreement.	Proposed deletion of WorldCom's proposed Part A, § 1.3.1, or 1.3.3	See response to Issue III-18, which duplicatively addresses the question of whether tariffs should supercede rates, terms and conditions set forth in an <i>interconnection agreement</i> . See also responses to Issues IV-30 and IV-32 for related discussions.

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